10/16/06 9:53:05
BK 2,585 PG 1
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on January 31, 2002, James A. Young and Barbara L. Young executed and delivered to Wells Fargo Escrow Co., LLC as Trustee for Wells Fargo Home Mortgage, Inc., a certain Deed of Trust securing a Promissory Note in the principal sum of \$117,620.00 payable to the order of Wells Fargo Home Mortgage, Inc.; said Deed of Trust is recorded in Book 1456 at Page 0017 of the Office of the Chancery Clerk of DeSoto County, Mississippi, to which reference is made for a description of said Note, the terms and covenants of said Deed of Trust, and the land and premises therein conveyed; and

WHEREAS, default was made in the payment of said Note and/or the terms of said Deed of Trust,

NOW, THEREFORE, SFJV 2005-1 LLC, the legal owner and holder of said Note, does hereby declare immediately due and payable the total amount of unmatured principal, together with accrued interest thereon, owing on said Note and other indebtedness secured by said Deed of Trust, and for reasons satisfactory to itself does hereby remove the afore-mentioned Trustee, and appoint and constitute

Kenneth E. Stockton as Substitute Trustee therein, in said Deed of Trust, who shall have all the powers and estate delegated to the original Trustee, and requests said Substitute Trustee to sell the property described in said Deed of Trust in accordance with the terms and provisions therein.

IN WITNESS WHEREOF, SFJV 2005-1 LLC, has caused these presents to be executed by its duly-authorized officers, and its corporate seal to be hereunto affixed this 5^{th} day of October, 2006.

SFJV 2005-1 LLC

by its Attorney-in fact Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.

Bv:

Sean Nix

Vice President Loan Documentation

sy: _____

Steven M. Patrick

Vice President Loan Documentation

STATE OF South Carolina)

SS

ACKNOWLEDGMENT

COUNTY OF York)

Personally appeared before me, on this 5^{th} day of October, 2006, before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for said County and State, within my jurisdiction, the within named Sean Nix and Steven M. Patrick to me personally well known, who stated that they were the Vice President Loan Documentation and Vice President Loan Documentation respectively of Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc., who acknowledged that Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. is Attorney-in-Fact for SFJV 2005-1 LLC, and were duly authorized in said fiduciary capacity of said corporation Vice President Loan Documentation and Vice President Loan Documentation executed the foregoing instrument for and in the name and on behalf of the said corporation as Attorney-in-Fact for SFJV 2005-1 LLC, and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said corporation as Attorney-in-Fact for SFJV 2005-1 LLC so to do.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6^{th} day of October, 2006.

My Commission Expires:

9-1-2016

NOTARY PUBLIC P. Jones

James A. Young and Barbara L. Young DHGW No. 24445H
THIS DOCUMENT PREPARED BY AND AFTER RECORDING PLEASE RETURN TO:
DYKE, HENRY, GOLDSHOLL & WINZERLING, P.L.C. 555 Plaza West, 415 North McKinley Little Rock, Arkansas 72205
Telephone No. (501) 661-1000

OFFICIAL SEAL
Notary Public
State of South Carolina
RANDY P. JONES
My Commission Express Sept 1, 2018



Space above this line for Recorders Use

Limited Power of Attorney

SFJV 2005, LLC, a Limited Liability Company organized and existing under the laws of the state of Delaware ("Owner") hereby constitutes and appoints Wells Fargo Bank, N.A, a Corporation organized out of the United States of America ("WFHM" or "Servicer"), as its true and lawful attorney-in-fact, in its name, place and stead. This limited power of attorney is given pursuant to a certain Subservicing Agreement ("Agreement") and solely with respect to the assets serviced pursuant to such agreement by and between EMC Mortgage SFJV 2005, LLC (as manager of Owner) and Servicer dated June 29, 2005, to which reference is made for the definition of all capitalized terms herein,

for the purposes of performing all acts and executing all documents in the name of the Owner necessary and incidental to servicing the Loans, managing and disposing of the related real properties and performing the obligations of Servicer thereunder, including, but not limited to:

- Acceptance of money due or to become due from borrowers, guarantors and insurers and collection of past due amounts;
- Those acts necessary to comply with regulations and requirements of the United States Department of Housing and Urban Development and any other governmental entity or any local, state, or federal law;
- Foreclosing delinquent Loans, accepting deeds in lieu of foreclosure or otherwise acquiring title to mortgaged properties;
- 4. Endorsing to the order of Servicer any checks that are made payable to the Owner;
- Appearing, litigating and compromising any matter in any court either as plaintiff or defendant; provided, however, Servicer shall not be authorized to commence any proceedings (other than



foreclosure, sequestration, replevin, bankruptcy, and eviction, or to recover payments due under any agreement) without written consent of the Owner;

- Selling, transferring, or disposing of, or leasing, real property or personal property acquired through foreclosure or otherwise and executing all contracts, agreements, deeds, assignments and their instruments necessary to effect any such sale, transfer or disposition or any lease and to receive proceeds checks made payable to the order of the Servicer;
- 7. Preparing, executing and delivering satisfactions, cancellations, discharges, or full or partial releases of lien or entering into assumption, modification or payment agreements;
- 8. Preparing, executing and delivering loan sale agreements to facilitate the sale of the Loans on a retail basis; and
- Any and all such other acts of any kind and nature whatsoever Owner may find necessary to service said such Loans, manage, or dispose of said properties or perform said obligations.

Owner further grants to Servicer full power and authority to do and perform all acts necessary in the sole discretion of Servicer to carry into effect the powers granted by or under this Limited Power of Attorney as fully as Owner might or could do with the same validity as if all and every such act had been particularly stated, expressed, and especially provided for, and here by ratifies and confirms all the Servicer shall lawfully do or cause to be done by virtue of the powers and authority granted and contemplated hereby.

This Power of Attorney is effective as of the date hereof and shall continue in full force and effect until the earliest of any of the following events, unless sooner revoked in writing by the Owner:

(1) The termination of the Agreement; or

(2) With respect to any Mortgage Loan, such Mortgage Loan is no longer a part of the Agreement.



IN WITNESS WHEREOF, this limited power of attorney is duly executed the bear day of Spen bear 2005.

SFJV 2005, LLC

Name: Mark Chrenreich Title: Executive vice President

Print Name & Title below: CHRIS M. ALCEDO VICE PRESIDENT

Witness:

EXHIBIT

Print Name & Title below:

State of TOXAS
County of Dallas

Notary Public

LOUELLA BAVAGE

Notary Public, State of Texas

My Commission Expires 12-07-88

† SEAL †

EXHIBIT